SAGAR FOREST DIVISION.

Notification dated 23rd December 1938.

SALE OF TIMBER.

It is notified for the general information that the undermentioned kinds and quantities of timber will be sold by public auction under the following conditions at the following depots on the dates noted against the same :—

Name of Depot	Date of sale	Teak logs	Matti	Nerlu	Nandi	Hebbahalsu	Surahonne	Kaihalsu	Other kinds	Remarks
Sagar	23-1-39	500	..	..	1,000	500	1,600	..	1,000	The sales will be conducted by the District Forest Officer, Sagar Division, or any other officer deputed by him. The sale will commence at 3 P.M. on each date and if the sale is not closed on the sale date, the same will be continued the next day.
Anandapuram	24-1-39	..	4,000	2,900	3,000	200	..	..	2,000	
Shikarpura	26-1-39	..	..	..	..	..	..	..	500	
Shiralkoppa	6-2-39	2,000	..	..	..	..	..	..	2,000	
Anavatti	8-2-39	3,000	..	..	..	..	..	..	2,000	
Shakunavalli	10-2-39	1,500	..	..	..	..	..	..	..	

N.B.—Quantities noted are only approximate.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber not exceeding Rs. 200 in value, this deposit will not be insisted upon, provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. The sale is subject to the confirmation of the Conservator of Forests, if the amount exceeds Rs. 1,000 and to that of the District Forest Officer in other cases.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. The moneys shall be paid into such treasury as the District Forest Officer may direct, within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, including the 10 per cent deposit paid for the lot at the time of the sale ; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, for the breach of any of which by the purchaser, the District Forest Officer shall be entitled

to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

13. Interest will be charged on all belated payments at 6¼ per cent per annum from the date of their falling due up to the date of payment.

N. VENKATARAMAIYA,
District Forest Officer.

CHITALDRUG DISTRICT.

Notification dated 17th December 1938.

It is hereby notified for general information that the right to prepare charcoal out of Kamara trees marked for felling and to remove the same from the undermentioned coupes of the State Forests of Chitaldrug District will be sold by public auction by the District Forest Officer or any other Officer deputed by him on the dates and places noted against them, subject to the following conditions.

The sale will commence at 2 P.M. precisely on the date of sale and will be subject to the confirmation of the District Forest Officer or the Conservator of Forests, as the case may be.

Name of range	Name of forest	Name of working circle	Coupe No.	Number of trees marked for felling	Place of sale	Date of sale
Molakalmuru.	Bondravi ..	Bondravi ..	1936–37	55	Range Office, Molakalmuru.	17th January 1939.
	Do ..	Do ..	1937–38	222		
Chitaldrug	Rangiandurg ..	Tharehalli ..	1935–36	100	District Forest Office, Chitaldrug.	20th January 1939.
	Do ..	Thalavara Kariyappahalli.	1936–37	24		

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of charcoal from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall, before he is permitted to bid, be required to deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount less deposit already paid, with Local, Railway and Education Cesses on the full sale amount, failing which the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All trees marked for felling by the department will be sold for a lumpsum amount for the whole coupe.

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell the trees purchased by him before the 30th June 1939.
(*b*) That he shall fell the trees purchased by him in a methodical manner from one side of the coupe coppicing the stumps of the trees felled.
(*c*) That each consignment of charcoal shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.
(*d*) That if any tree, shrub or growth reserved by the department and not marked for felling is cut, he shall pay a fine not exceeding Rs. 10 per tree.
(*e*) That he shall abide by the rules of the Department as regards the kindling of fire and shall hold himself responsible for any forest offences committed by his employees or workmen.